

VALLEY NATIONAL BANK

HEAD OFFICE / 420 NORTH BRAND BOULEVARD / GLENDALE, CALIFORNIA 91209 / PHONES 246-6741 - 245-6811

RECORDATION NO. 12516
DEC 2 1980 - 4 10 PM
INTERSTATE COMMERCE COMMISSION

November 12, 1980

0-337A069

Interstate Commerce Commission
12 and Constitution Avenue N.W.
Washington, D. C. 20423

Attention: Mildred Lee

No. 1
DEC 2 1980
Date.....
Fee \$ 50.00

ICC Washington, D. C.

Valley National Bank, Glendale
(Legal Owner)

Dated October 30, 1980
Recording pursuant to provisions of
Sec. 20C of Interstate Commerce
Act

Valley National Bank, Glendale
(Mortgage Holder)

Gentlemen:

We have enclosed for recording, pursuant to the provisions of Sec. 20C of the Interstate Commerce Act, three copies of an invoice by Hew Enterprises, Inc. to Mr. John Andersen, Andersen Associates dated September 30, 1980 together with a check in the sum of \$50.00 in payment of the recording fee.

In addition, for recording with this invoice, there is attached a Security Agreement covering the equipment being financed by Valley National Bank, Glendale. In connection with the recording of this invoice and Security Agreement dated October 16, 1980 the following information is set forth in accordance with the provisions of Sec. 57.4 of the Commission's Order of July 28, 1952, as amended.

Name & Address of Mortgagor/
Registered Owner:

Mr. John Andersen

Andersen Associates

705 Cumberline Road

Glendale, California 91202

Name & Address of Mortgagee/
Legal Owner:

Valley National Bank

420 North Brand Boulevard

Glendale, CA. 91209

General description of equipment covered by lease arrangement and mortgage.

Two (2) 23,500 gallon tank cars, identified as CALX 3001 and CALX 3002 insulated with exterior heater pipes. Description DOT Class 111A-100's.

Equipment managed and operated by California Railcar Corporation, 1510 West Verdugo Avenue, Burbank, California 91506. When recording has been completed, please return two counterparts of the instrument, with recording date endorsed thereon, to Valley National Bank, 420 North Brand Boulevard, Glendale, California 91203

cc: California Railcar Corp
Borrower
File

DOCKET FILES
BRANCH
DEC 2 4 05 PM '80

Valley National Bank Glendale


H. J. Vick, Vice President/Manager

Interstate Commerce Commission
Washington, D.C. 20423

12/11/80

OFFICE OF THE SECRETARY

**H.J. Vick, VP.
Valley National Bank
420 North Brand Boulevard
Glendale, Calif. 91203**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **12/2/80** at **4:10pm**, and assigned re-recording number(s) **12516**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

This **FINANCING STATEMENT** is presented for filing pursuant to the California Uniform Commercial Code

1. DEBTOR (LAST NAME FIRST) ANDERSEN ASSOCIATES		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 33	
1B. MAILING ADDRESS 705 Cumberland Ave.		1C. CITY, STATE Glendale, California	1D. ZIP CODE 91202
1E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 1B)		1F. CITY, STATE	1G. ZIP CODE
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
2E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 2B)		2F. CITY, STATE	2G. ZIP CODE
3. DEBTOR(S) TRADE NAME OR STYLE (IF ANY)		3A. FEDERAL TAX NO.	
4. ADDRESS OF DEBTOR(S) CHIEF PLACE OF BUSINESS (IF ANY)		4A. CITY, STATE	4B. ZIP CODE
5. SECURED PARTY		5A. SOCIAL SECURITY NO., FED. TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
NAME Valley National Bank		90-1865/1222	
MAILING ADDRESS 420 N. Brand Blvd.			
CITY Glendale	STATE California	ZIP CODE 91203	
6. ASSIGNEE OF SECURED PARTY (IF ANY)		6A. SOCIAL SECURITY NO., FED. TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
NAME			
MAILING ADDRESS			
CITY	STATE	ZIP CODE	

7. This FINANCING STATEMENT covers the following types or items of property (if crops or timber, include description of real property on which growing or to be grown.)

Two (2) 23,500. gallon tank cars, identified as CALX 3001 and CALX 3002 insulated with exterior heater pipes. Description DOT Class 111A-100's.

7A. Maximum amount of indebtedness to be secured at any one time (OPTIONAL)

\$

8. Check <input checked="" type="checkbox"/> If Applicable	A <input type="checkbox"/> Proceeds of collateral are also covered	B <input type="checkbox"/> Products of collateral are also covered	C <input type="checkbox"/> Proceeds of above described original collateral in which a security interest was perfected	D <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction
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9.		C O D E	10. This Space for Use of Filing Officer (Date, Time, File Number and Filing Officer)	
(Date) <u>October 16</u> 19 <u>80</u>				
By: <u>Andersen Associates</u>				
By: <u>[Signature]</u> <u>General Partner</u>				
By: <u>Valley National Bank</u>				
By: <u>[Signature]</u> <u>Vice President/Mgr.</u>				
SIGNATURE(S) OF DEBTOR(S) (TITLE)				
SIGNATURE(S) OF SECURED PARTY (IES) <u>H. J. Vick</u> (TITLE)				
11. Return Copy to				
NAME <u>Valley National Bank</u>				
ADDRESS <u>P. O. Box 950</u>				
CITY, STATE AND ZIP <u>Glendale, CA 91209</u>				
<u>ATTN: Gail King</u>				

(2) FILING OFFICER COPY—ACKNOWLEDGMENT

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the above party.

SECURITY AGREEMENT: RIGHTS TO PAYMENT 1980 -4 10 PM

INTERSTATE COMMERCE COMMISSION

As an inducement to Valley National Bank, Glendale (Secured Party, hereinafter called Bank) to extend and continue credit to the undersigned, or any of them (Debtor), and as security for the payment of all sums due or to become due or owing by Debtor to Bank, Debtor:

1. Transfers to Bank a security interest in the following accounts, contract rights, chattel paper, general intangibles, instruments or other rights to payment:

Debtor has entered into a Railroad Equipment Agreement with California Railcar Corporation, dated September 30, 1980, wherein California Railcar Corporation will manage and lease for Debtor railcars described as DOT Class 111A-100's Reporting number CALX 3001 and CALX 3002, insulated with exterior heater pipes 23,500 gal. capacity. Debtor hereby assigns all his rights, title and interest to all monies due or to become due under the said Management Agreement to Bank. Debtor further assigns to Bank all rights, title and interest to all monies due or to become due to Debtor on any renewal, extension or any new management contract that Debtor may become a party.

and all securities, guaranties, warranties, indemnity agreements, maintenance agreements, insurance policies and other agreements pertaining to the same or the property described therein, and all proceeds thereof.

2. Debtor warrants that:

(a) the rights to payment above described are genuine and what they purport to be, that the parties thereto are bound in accordance with the terms thereof, and that the same are free from default.

(b) Debtor has good and marketable title to said rights to payment and the right to transfer the same to Bank and has not previously assigned or encumbered the same and the same are now free and clear of any adverse claim or encumbrance.

3. Debtor will receive as trustee for Bank and immediately endorse as appropriate and deliver in kind to Bank without commingling any monies, instruments, chattel paper or other proceeds or property which may be paid or returned to Debtor under said rights to payment.

4. Debtor will perform all of its obligations, if any, under said rights to payment.

5. Debtor hereby constitutes and appoints Bank as its true attorney in fact but without obligation to do so; to demand, receive and enforce payments; to give receipts, releases and satisfactions for, and to sue for, all monies owing under said rights to payment; to take, receive, endorse and collect all instruments for the payment of money issued under rights to payment assigned hereunder; to make extension agreements with respect to the rights to payment assigned hereunder, release persons liable thereon or securities for the payment thereof, compromise disputes in connection therewith, all provided that Bank acts in the good faith belief that such actions will not materially increase the risk of nonpayment thereof. Bank shall only be accountable for such sums as are actually received by it.

6. Bank may in its name or in the name of Debtor prepare, execute and file or record financing statements, continuation statements, termination statements, applications for registration, and like papers, to perfect, preserve or release the rights evidenced by said rights to payment or by this agreement, and may endorse and deliver evidences of title incidental thereto, and may, without obligation so to do, perform any obligation of Debtor hereunder.

7. Bank may make, adjust and receive payment under insurance claims, claims for breach of warranty, and the like, in connection with the rights to payment assigned hereunder.

8. Debtor will pay all costs and expenses, including reasonable attorneys' fees, incurred by Bank in the preservation, realization, enforcement and exercise of the rights, powers, remedies and collateral of Bank and obligations of Debtor hereunder.

9. Bank does not assume and shall not be subject to any obligation or liability under any agreement the Rights to Payment of which are assigned hereunder.

10. It is agreed that sales, for cash or on credit, to a wholesaler, retailer or user of collateral of types for which such markets exist, or at public or private auction, are all commercially reasonable since differences in the sales prices generally realized in the different kinds of sales are ordinarily offset by the differences in the costs and credit risks of such sales.

11. The following shall be events of default hereunder: Failure to pay any debt secured hereby when due; failure to perform any obligations secured hereby when the same should be performed; breach of any warranty contained herein; filing of a petition by or against Debtor under the bankruptcy or like law; receivership; or assignment for the benefit of creditors; attachment or like levy on any property of Debtor; the occurrence of an adverse change in the financial condition of Debtor deemed material by Bank; any financial statement by Debtor to Bank proves false; the collateral becomes, in the judgement of Bank, unsatisfactory in character or values; the death, insolvency or cessation of the business of Debtor, or any surety or guarantor of Debtor's obligations; or the occurrence of any sale of all or a substantial part of Debtor's assets other than in the ordinary course of business.

12. Upon the occurrence of any event of default, Bank shall have the right to declare immediately due and payable all or any indebtedness secured hereby and to terminate any commitments to make loans or otherwise extend credit to Debtor; Bank shall have all other rights, privileges, powers and remedies provided by law; the rights, privileges, powers and remedies of Bank shall be cumulative; no single or partial exercise of any of them shall preclude the further or other exercise of the same or any other of them.

13. Debtor warrants that his chief place of business and office at which his records concerning accounts and contract rights are kept are as follows:

Dated: October 14, 1980

ANDERSEN ASSOCIATES

(Debtor)

By

Its

NOTICE OF ASSIGNMENT
MAY 11 1984
VALLEY NATIONAL BANK OF CALIFORNIA

NOTICE OF ASSIGNMENT
To: California Railcar Company

Gentlemen:

The Security Agreement on the reverse has been executed and delivered to us by the Debtor named, granting to this Bank the right to receive payment and all other proceeds as indicated therein. Please make all payments and deliver any other proceeds to us at this office.

Please acknowledge receipt of this notice and tell us if you have received any prior notice of assignment and if you have any reason to refuse to make the payments and deliver any other proceeds to us under the items in question. A form of receipt for this purpose is provided below and a return envelope is enclosed for your use.

Very truly yours,

VALLEY NATIONAL BANK, GLENDALE

By: Harry J. Vick
Harry J. Vick
Its Vice President

At 420 N. Brand Blvd.
Glendale, CA 91203
(address)

RECEIPT

To: Valley National Bank, Glendale

RECEIPT IS ACKNOWLEDGED of the foregoing Notice and Security Agreement. We have no notice of any other assignments or claims, and have no reason to refuse to make payments and deliver other proceeds to you except as noted below:

(Here note any exceptions)

Dated: _____

By _____

DEC 2 1980 -4 10 PM

INTERSTATE COMMERCE COMMISSION

INVOICE

HEW ENTERPRISES, INC.

2162 Park Ridge Lane
SEDALIA, COLORADO 80135

No 1131

CANCELS #1127

(303) 688-0700

TO
Mr. John Andersen
Andersen Associates
705 Cumberline Road
Glendale, California
91202

DATE	September 30, 1980
CUSTOMER ORDERING I.D. No.	95-308-1197
SALESMAN	
VIA	

TERMS: Manufacturer's Origin

QUANTITY	DESCRIPTION	PRICE	AMOUNT
-2-	Tank Cars - DOT Class 111A-100's; Capacity - 23,500 gallons; Insulated, with exterior heater pipes; Cars will be designated as CALX 3001 and CALX 3002 and will be stencilled with these numbers prior to leaving shop. HEW, INC. DOES NOT WARRANT THESE CARS BEYOND THE WARRANTY PASSED BY CAR MANUFACTURER.	\$58,500	\$117,000.00

ORIGINAL

Thank You!

Re ANDERSEN ASSOCIATES JEN
10/14/80 - \$ 93,600.00For your file
JCA

KNOW ALL MEN BY THESE PRESENTS, That HEW Enterprises, Incorporated
a corporation, duly organized and existing under and by virtue of the laws of the State of Colorado,
of the first part, for and in consideration of the sum of One Hundred Seventeen Thousand
and no/100 - - - - - Dollars to it in hand paid by
Andersen Associates California
of the County of Los Angeles in the State of ~~KOOLAH~~ of the second part,
the receipt whereof is hereby acknowledged, has bargained and sold and by these presents does
grant and convey unto the said part y of the second part, its executors, administrators,
successors or assigns, the following property, to wit:

2 - 23,500 Gallon Tank Cars, DOT Class 111A100

CALX 3001
CALX 3002

located at f.o.b. Longview, Texas

TO HAVE AND TO HOLD the same, unto the said party of the second part, its
executors, administrators, successors and assigns forever and the said party of the first part
for itself, its successors or assigns, covenants and agrees to and with the said party of the sec-
ond part its executors, administrators, successors or assigns, to warrant and defend the
sale of said property, goods and chattels, hereby made unto the said party of the second part,
its executors, administrators, successors or assigns against all and every person or per-
sons whomsoever.

IN WITNESS WHEREOF, The party of the first part has caused its corporate name to be
hereunto subscribed by its Vice President, and its corporate seal hereunto affixed,
attested by its Secretary, this thirtieth day of September, 1980

HEW Enterprises, Inc.

By William G. Forrest
William G. Forrest

Attest:.....

By Mary J. K. Webb
Secretary.